

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** AIRPORT

**AGENDA DATE:** December 11, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombraña/780-4724

**DISTRICT(S) AFFECTED:** 2

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

This item is a Resolution to authorize the City Manager to sign Contract No. NNJ13HA07C by and between the National Aeronautics and Space Administration (NASA) and the City of El Paso (Contractor) for the lease of hangar and office space located at 8101 and 8201 Boeing Drive for a period of one (1) year and that the City Manager be authorized to sign four (4) additional modifications to extend the performance period of the contract for a one-year extension each, if requested by NASA.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

Since the late 1970s, the El Paso International Airport (EPIA) has been home to one of NASA's key mission support programs, namely the Space Shuttle Program. NASA later expanded its operations to include the T-38 aircraft maintenance facility in the 1980s. As the Space Shuttle Program has come to an end, NASA's El Paso facility mission will continue to evolve. Currently, they continue to provide support to the Astronaut Program as well as T-38 aircraft maintenance. The most current lease contract will expire on December 31, 2012. To ensure that NASA could continue to occupy their current leasehold and continue to operate and support its mission, NASA and the Department of Aviation have negotiated a new lease for fixed term of one (1) year plus four (4) options to extend the performance period of one-year each. The lease would be effective on January 1, 2013. The annual rental rate for hangar and office space plus ramp space for the first year of the lease will be \$276,000.00 plus reimbursement for utilities (water, electric, and natural gas) at cost.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

3/29/2012 – Approval of Modification No. 34 to Contract No. NAS9-01177 to extend the performance period through 6/30/2011, plus six (6) additional options of one month each to extend through 12/31/2012

12/8/2011 – Approval of Modification No. 33 to Contract No. NAS9-01177 to extend the performance period through 3/31/2012

9/29/2011 – Approval of Modification No. 32 to Contract No. NAS9-01177 to extend the performance period through 12/31/2011

9/25/2001 – Approval of Contract No. NAS9-01177 for lease of hangar and office space from 10/01/2001 through 9/31/2005, plus three two-year options to extend through 9/31/2011

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

N/A – this is a revenue-generating item

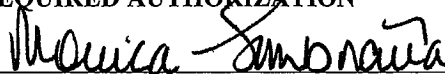
---

**BOARD / COMMISSION ACTION:** N/A

Enter appropriate comments or N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
Monica Lombraña, A.A.E.  
Director of Aviation

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign Contract No. NNJ13HA07C by and between the National Aeronautics and Space Administration ("NASA") and the City of El Paso ("Contractor") for the lease of hangar and office space located at 8101 and 8201 Boeing Drive for a period of one (1) year and that the City Manager be authorized to sign four (4) additional modifications to extend the performance period of the contract for a one-year extension each, if requested by NASA.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2012.

### CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

### ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

### APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

### APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Monica Lombraña*  
Monica Lombraña, A.A.E.  
Director of Aviation

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. 4200384713  
PAGE 1 OF 28  
5. SOLICITATION NO.  
6. SOLICITATION ISSUE DATE  
7b. TELEPHONE NO. (575) 524-5512  
8. OFFER DUE DATE/LOCAL TIME

2. CONTRACT NO. NNJ13HA07C  
3. AWARD/EFFECTIVE DATE see block 31c  
4. ORDER NO.

7. FOR SOLICITATION INFORMATION CALL  
7a. NAME Irene Garcia

9. ISSUED BY CODE  
NASA/JSC/WSTF  
Attn: David Tellez/BH 5  
12600 NASA Road  
Las Cruces, NM 88012

10. THIS ACQUISITION IS  
☐ UNRESTRICTED OR ☐ SET ASIDE % FOR  
☐ SMALL BUSINESS  
☐ HUBZONE SMALL BUS.  
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
☐ 8(A) ☐ EMERGING SMALL BUSINESS  
NAICS: 488119  
SIZE STANDARD: \$30M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
☐ SEE SCHEDULE  
12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
13b. RATING  
14. METHOD OF SOLICITATION  
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE  
NASA/JSC  
Attn: Nina Gentry/BR  
2101 NASA Parkway  
Houston, TX 77058-3696

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  
City of El Paso  
El Paso International Airport  
Attn: Gabriela Martinez  
6701 Convair Rd.

18a. PAYMENT WILL BE MADE BY CODE  
NASA Shared Services Center  
Financial Management Division (FMD)  
Accounts Payable Building 1111, C Road  
NSSC-Accountspayables@nasa.gov

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOW IN BLOCK 18a UNLESS BLOCK ON RIGHT IS CHECKED  
☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Lease - (Year 1) - 1/1/2013 - 12/31/2013	12	MO	\$23,000.00	\$276,000.00
001A	Utilities - (Year 1) - 1/1/2013 - 12/31/2013	12	MO		

25. ACCOUNTING AND APPROPRIATION DATA  
26. TOTAL AWARD AMOUNT (Govt. Use Only) \$1,380,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED  
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED  
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)  
30b. NAME AND TITLE OF SIGNER (Type or Print) Joyce A. Wilson, City Manager  
30c. DATE SIGNED  
31b. NAME OF CONTRACTING OFFICER (Type) David Tellez  
31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	OPTIONS PERIODS				
002	Lease - (Year 2) - (Year 1) - 1/1/2014 - 12/31/2014	12	MO	\$23,000.00	\$276,000.00
002A	Utilities - (Year 1) - 1/1/2014 - 12/31/2014	12	MO		
003	Lease - (Year 3) - (Year 1) - 1/1/2015 - 12/31/2015				
003A	Utilities - (Year 1) - 1/1/2015 - 12/31/2015	12	MO	\$23,000.00	\$276,000.00
004	Lease - (Year 4) - (Year 1) - 1/1/2016 - 12/31/2016	12	MO	\$23,000.00	\$276,000.00
004A	Utilities - (Year 1) - 1/1/2016 - 12/31/2016	12	MO		
005	Lease - (Year 5) - (Year 1) - 1/1/2017 - 12/31/2017	12	MO	\$23,000.00	\$276,000.00
005A	Utilities - (Year 1) - 1/1/2017 - 12/31/2017	12	MO		
					<b>\$1,104,000.00</b>

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVT. REPRESENTATIVE

32f. TELEPHONE NO. OF AUTHORIZED GOV'T REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NO.

34. VOUCHER NO.

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NO.

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R/ACCOUNT NO.

39. VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D

42d. TOTAL CONTAINERS

BACK

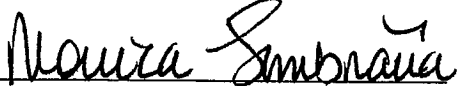
Standard Form 1449 (REV. 3/2005)

APPROVED AS TO FORM:

---

Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
Monica Lombraña, A.A.E.  
Director of Aviation

This contract is for the lease of two adjacent aircraft hangars (including office space), the surrounding ramp area, and parking areas located within the El Paso International Airport (EPIA), at 8101 and 8201 Boeing Drive, El Paso, Texas. (Attachment 1)

### 32. LEASED PREMISES.

City of El Paso (also referred to in this contract as LESSOR), in consideration of the rental covenants, conditions, agreements and stipulations of LESSEE hereinafter expressed, agrees to lease the premises described below and illustrated in Attachment 1, hereafter called Leased Premises. The LESSOR shall lease to the National Aeronautics and Space Administration (NASA), Johnson Space Center (JSC), White Sands Test Facility (WSTF) (also referred to in this contract as LESSEE), hangars, parking areas, and ramp space at 8101 and 8201 Boeing Drive, El Paso International Airport (EPIA), El Paso, Texas, as described below and in accordance with the Statement of Work.

- (i) Hangar Number 1 (NASA Super Guppy Transport Maintenance and Operations Facility), 8101 Boeing Drive.

Covered Space (Existing)

Hangar Space	Approximately	19,440 square feet
Office /Supply Area	Approximately	3,660 square feet
TOTAL		23,100 square feet

- (ii) Hangar Number 2 (NASA T38 Depot Maintenance and Operations Facility), 8201 Boeing Drive.

Covered Space (Existing)

Hangar Space	Approximately	21,600 square feet
Office/Supply Area	Approximately	5,200 square feet
TOTAL		26,800 square feet

TOTAL FOR HANGARS #1 AND #2 IS	49,900 square feet
--------------------------------	--------------------

- (iii) Uncovered Space

Portions of Lot 1 and Lot 2— as identified on Attachment 1 as a NASA preferential ramp zone and parking areas.

### 33. TERM.

The term of this lease shall run for a base term of twelve (12) months (1 year) and commence upon the issuance of the contract. There are (4) 1-year option periods which can be executed at the LESSEE's discretion in accordance with FAR 52.217-8 and FAR 52.217-9. This Agreement shall be binding on the heirs, executors, administrators, assigns and successors in interest of the parties.

Neither the LESSEE's acceptance of the premises for occupancy, nor the LESSEE's occupancy thereof, shall be construed as a waiver of any requirement of or right of the LESSEE under this Lease, or as otherwise prejudicing the LESSEE with respect to any such requirement or right.

#### 34. RENT.

The LESSEE agrees to pay a total of \$276,000 over the twelve (12) month base period as rent for the use and occupancy of the Leased Premises. LESSEE shall pay to LESSOR or LESSOR'S order in lawful money of the United States of America. Payment will be made by Electronic Funds Transfer pursuant to FAR 52.232-33. LESSEE is responsible for transfer of the rent to the LESSOR and bears the risk of late transfer and/or non-transfer. LESSEE will pay rent free from all claims, demands, and setoffs against LESSOR. Notwithstanding any other provision of this Lease, all activities under or pursuant to this Lease are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

Upon issuance of the contract LESSEE will pay a base rent in equal monthly installments based on the following payment schedule, as the options are exercised:

#### OPTION PERIOD OF CONTRACT

Option Year 1 (Contract Year 2)	Jan. 1, 2014 – Dec. 31, 2014	<u>\$276,000.00</u>
Option Year 2 (Contract Year 3)	Jan. 1, 2015 – Dec. 31, 2015	<u>\$276,000.00</u>
Option Year 3 (Contract Year 4)	Jan. 1, 2016 – Dec. 31, 2016	<u>\$276,000.00</u>
Option Year 4 (Contract Year 5)	Jan. 1, 2017 – Dec. 31, 2017	<u>\$276,000.00</u>

#### 35. NOTICES.

Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease, such notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and delivered personally or forwarded by Certified or Registered Mail, Return Receipt Requested, postage paid, addressed as follows:

##### To LESSOR:

City of El Paso  
C/o El Paso International Airport  
Administrative Offices  
Attn: Properties Division  
6701 Convair Rd.  
El Paso, TX 79925-1099

##### To the LESSEE:

NASA JSC  
Attn: Nina Gentry  
NASA JSC  
2101 NASA Parkway  
Houston, TX 77058-3696

Or as may be changed from time to time by either party by serving notices as above provided.

**36. SERVICES AND UTILITIES.**

LESSEE shall reimburse LESSOR for utilities in accordance with paragraph 48 – Invoice Instructions.

- (1) It is estimated that the total cost to the LESSEE for the utilities will not exceed \$80,000.00 per year. If at any time the LESSOR has reason to believe that the cost of utilities which will accrue in the performance of this contract in the next succeeding thirty (30) days, when added to all other payments and costs previously accrued, will exceed eighty-five percent (85%) of the ceiling price set forth above, the LESSOR shall notify the Contracting Officer to that effect giving its revised estimate of the total price to the LESSEE for the provision of these services.
- (2) The LESSEE shall not be obligated to pay the LESSOR any amount in excess of the ceiling price set forth above, and the LESSOR shall not be obligated to continue performance if to do so would exceed the ceiling price set forth above, unless and until the Contracting Officer notifies the LESSOR by issuance of a modification to the contract increasing the ceiling price. In the event the ceiling price is increased, any costs incurred by the LESSOR in excess of the ceiling price to the increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling price.
- (3) At any time or times prior to final payment under this contract the Contracting Officer may cause to be made such audit of the invoices or vouchers and substantiating material as shall be deemed necessary. Each payment theretofore made shall be subject to reduction to the extent of amounts which are found by the Contracting Officer not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding invoices or vouchers. Upon compliance by the LESSOR of all provisions of this contract and on receipt and approval of the invoice or voucher designated by the LESSOR as the "completion invoice" or "completion voucher" the LESSEE shall pay within thirty (30) days any balance due and owing the LESSOR. The completion invoice or voucher, and substantiating material, shall be submitted by the LESSOR as promptly as may be practicable following completion of the work under this contract, but in no event later than one (1) year (or such longer period as the Contracting Officer may, in his discretion, approve in writing) from the date of such completion.
- (4) The LESSOR agrees that any refunds, rebates, or credits (including any interest thereon) accruing to or received by the LESSOR or any assignee, which arise under the utilities portion of this contract and for which the LESSOR has received reimbursement shall be paid by the LESSOR to the LESSEE. The LESSOR and each assignee, under an assignment entered into under this contract and in effect at the time final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to



- (5) the LESSEE on a NASA Form 780 of such refunds, rebates, or credits (including any interest thereon) in form and substance satisfactory to the Contracting Officer.

**37. MAINTENANCE AND REPAIRS.**

LESSEE shall be responsible for the general repair and maintenance of the Hangars #1, garage building, and Hangar #2 premises. The hangar premises shall be kept clean, orderly, and in good condition of repair and shall at the termination of this contract be returned to the LESSOR in as good condition as when received, reasonable wear and tear excepted.

The LESSOR shall be responsible for repairs to the structural elements of the leased premises except for any damage caused by the negligence of NASA and its contractors. For purposes of this paragraph, structural elements shall mean the roof, foundation, support columns, structural steel, water, sewer and electrical mains, electrical supply circuits' exterior walls, and any or all other structural and foundation elements. LESSOR will have no responsibility to repair or maintain any of Lessee-owned installed and operated equipment or non-permanent structures, such as the aircraft wash rack, portable equipment, portable building, and any and all other such equipment or non-permanent structures not otherwise listed. The preferential uncovered ramp zone and parking areas shall be repaired and maintained by the LESSOR as deemed necessary and appropriate by the LESSOR. LESSOR agrees, at its own cost and expense, to repair and or replace any damages or injury done by anyone other than LESSEE's employees, customers, clients, or guests, as well as to repair or replace any damage or injury caused by acts of God, or that have no apparent cause at all. LESSOR shall not be called upon to make any such repairs occasioned by the act, negligent act or omission of LESSEE, its agents, employees, customers, licensees or contractors.

LESSEE shall maintain the entire leased premises in good and operable condition and repair, making replacements thereof as may be necessary, for example, any modified plumbing and electrical fixtures, glass, and cleaning. LESSEE acknowledges familiarity with the present condition of the leased premises and accepts same in their "AS IS" condition with the understanding that during the lease term hereof LESSEE will properly maintain the entire leased premises in good and operable condition so that the same will be in good and satisfactory operable condition at the termination of this Lease in all respects and particulars, except only for normal wear and tear and depreciation. Any repairs done by the LESSEE shall conform to all applicable laws, ordinances and building codes. LESSEE is not responsible for any additional costs associated with conforming to new applicable laws, ordinances and building codes that were not in place at the time the contract was signed. LESSEE agrees, at its own cost and expense, to repair or replace any damages or injury done by itself or any customers, clients, guests to the land or any building or improvements which may be erected thereon, or any part thereof.

**38. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.**

LESSEE shall be able to make alterations and improvements to the property with LESSOR's written permission given in advance to the NASA Contracting Officer, and said permission shall not be unreasonably withheld by LESSOR such that it affects the mission of the LESSEE. In the event LESSOR provides consent to the Contracting Officer, to the making of any alterations, additions or improvements to the Leased Premises by LESSEE, the parties may negotiate a downward equitable adjustment to the cost of the lease if the proposed alteration or

improvements enhance the value and use of the LESSOR's property. The LESSOR and LESSEE shall make every good faith effort to negotiate a downward adjustment to the lease prior to the LESSEE incurring costs commencing with alterations, additions and improvements to the Leased Premises. The downward adjustment shall be based upon the amortization of the full value of the improvement to the LESSOR's premises over the remaining period of the contract. The LESSEE shall submit plans, drawings, and an estimated cost for each such permanent improvement to the Director of Aviation for approval; such approval is limited only to the Director of Aviation's approval. Within 20 calendar days of the LESSEE's submission, the Director of Aviation shall notify the Contracting Officer in writing that the plans and drawings have been approved, or that they will be approved upon the correction of noted discrepancies identified by the Director of Aviation. The approval of any plans, specifications, and working drawings by the Director of Aviation for LESSEE's construction or alterations of improvements shall create no responsibility or liability on the part of the LESSOR for their completeness, design, sufficiency of compliance with all laws, rules and regulations of federal, state, county, and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous Departments of the City and that, in addition to obtaining approval of the Director of Aviation, LESSEE may be required to obtain appropriate approval of other City Departments. Upon the LESSEE's correction of all discrepancies, LESSEE shall submit three (3) sets of plans and drawings to the LESSOR through its appropriate City Departments for the approval of the plans and drawings. In the case where a permit(s) is(are) required, the LESSEE shall provide to the Director of Aviation copies of the permits issued, the certificate of occupancy, and one set of as-built drawings after the completion of the alteration, addition or improvement.

(2) Nothing herein creates an obligation on the part of the LESSEE or a right on the part of the LESSOR for the LESSEE to make any improvements to the leased premises.

**39. LESSOR'S RIGHTS OF ENTRY.**

LESSEE hereby agrees that the LESSOR shall have the right at any time upon reasonable notice to LESSEE to enter the Leased Premises to inspect the same and to make any and all improvements, alterations and additions of any kind whatsoever, providing that such activity is reasonably necessary or convenient to the use to which the leased premises are being put to at the time and with the approval of the authorized LESSEE representative in charge. LESSOR will not disturb LESSEE'S conduct of business, except in cases of emergency. LESSOR can, with reasonable notice market and exhibit the Leased Premises to prospective tenants within the last 7 business days prior to end of the one (1) year initial Lease term, unless the LESSEE has provided with the LESSOR of its intent to exercise the option periods and with the approval of the authorized LESSEE representative in charge. During that time period, LESSOR may also place notices in and upon the Leased Premises at such places as determined by the LESSOR. LESSEE shall not interfere with the notices.

**40. TAXES.**

LESSOR is a tax-exempt government entity and all applicable real property taxes, if any, were included and agreed upon by LESSOR and LESSEE in the rental costs listed in paragraph 34 of this contract.

**41. HAZARDOUS SUBSTANCES.**

(a) **Compliance with Environmental Laws.** LESSEE shall conduct all operations or activities upon the Leased Premises, in compliance with all Environmental Laws, as hereinafter defined. LESSEE shall not engage in or permit any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of such Hazardous Substances, as hereafter defined, at, on, in or about the Leased Premises.

For the purpose of the Lease

- (i) "Hazardous Substance Law" means any federal, state or local statute, regulation, rule, ordinance or common law principle concerning the presence, possession, handling, storage, treatment, transportation, disposal or cleanup of, or liability for, a Hazardous Substance, as currently in effect and as hereafter enacted or modified.
- (ii) "Hazardous Substance" means any chemical compound or material which is deemed a hazardous substance, hazardous waste, hazardous material, infectious waste or toxic substance, or any combination defined, listed or classified by reasons of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive carcinogenicity, extraction procedure toxicity, toxicity characteristic, leaching procedure toxicity, petroleum product; "hazardous waste", "restricted hazardous waste", and "waste" with the above stated properties, as defined in Federal code; and any other chemical material or substance that because of its quantity, concentration, physical or chemical characteristics exposure to which is limited or regulated for health, safety, and environmental reasons by any governmental authority with jurisdiction, or which poses significant present or potential hazard to human health and safety or to the environment if released to the workplace or environment.

Should some violation of Environmental Laws occur, the LESSEE MUST notify the LESSOR immediately and take reasonable steps to contain any immediate health or safety violation. LESSEE will take immediate actions to remedy the violation of any Environmental Law at its sole cost and expense, if caused by the Lessee.

**42. SURRENDER OF PREMISES**

Upon termination or expiration of this lease, LESSEE shall surrender the premises in good condition and repair, reasonable wear and tear and loss by fire, explosion, windstorm, or other casualty are exempt.

**43. PARKING.**

The parking area shall be for the exclusive use of the customers, clients, patrons and business invites of the LESSEE. See Attachment 1 for specific parking spaces allotted for this lease.

**44. SIGNS.**

LESSEE shall have the right to install at its own cost and expense, necessary and usual trade signs, including electrical signs, on the front of said premises, said signs to be erected and installed and maintained in a first class manner, in accordance with the ordinances of the township, county and state in which the premises are located with the written approval of the Director of Aviation, which will not be unreasonably withheld. Upon the expiration of the Lease, the LESSEE shall remove such sign at the LESSEE'S own expense.

**45. AMENDMENTS.**

It is understood and agreed by and between the LESSEE and the LESSOR that the lease shall not be amended except in writing executed by both parties pursuant to FAR 52.243-1 ALT 1. Only the Contracting Officer has the authority to amend, execute and legally bind the LESSEE. Any direction/action the LESSOR takes which does not come from the NASA Contracting Officer; the LESSOR does at their own risk.

**46. ASSIGNMENT BY LESSOR.**

LESSOR shall have the right to assign or transfer, in whole or in part, every feature of its right and obligations, hereunder and in the Leased Premises. Any changes in ownership must be made pursuant to FAR 52.215-19, 'Notification of Ownership Changes.'

**47. SEVERABILITY.**

**This lease shall be construed in accordance with Federal Law.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and reasonable and be legal, valid and enforceable.

**48. INVOICE INSTRUCTIONS.**

In accordance with FAR 32.905; invoices shall include documentation to support the monthly billed amount. As a minimum, the invoice shall include: (1) invoice data (the total amount invoiced, the cumulative amount invoiced to date, the date, contract number, invoice number and the period of performance for which the voucher was submitted); (2) name of LESSOR; (3) description of service; (4) name, title, phone number and mailing address of person to be notified in the event of defective voucher ; and, (5) statements of the meter readings at the beginning of the billing period, meter constants, consumption during the billing period, and such other pertinent data as shall be required by the LESSEE. The vouchers for all electricity and utilities shall also be accompanied by the actual bill received from the electric and utility provider(s).

(a) Utility invoices shall be submitted to the LESSEE, after services have been received. This will ensure no over or under payment of utilities to LESSOR.

(b) This contract will be paid by the NASA Shared Services Center (NSSC). Please submit proper invoices to the Contract Administrator, Nina Gentry.

**POINTS OF CONTACT (or as may be changed, from time to time, by either party by serving notice as provided in Paragraph 35):**

Contracting Officer: Nancy Robb  
Telephone: (281) 483-9044  
Email: [nancy.s.robb@nasa.gov](mailto:nancy.s.robb@nasa.gov)  
Address: NASA JSC  
2101 NASA Parkway  
Houston, TX 77058-3696

Contract Administrator: Nina Gentry  
Telephone: 281.244.0718  
Email: [nina.m.gentry@nasa.gov](mailto:nina.m.gentry@nasa.gov)  
Address: NASA JSC  
2101 NASA Parkway  
Houston, TX 77058-3696

COTR: Chris Wolf  
Telephone: (575) 524-5152  
Email: [christopher.w.wolf@nasa.gov](mailto:christopher.w.wolf@nasa.gov)  
Address: NASA JSC WSTF  
ATTN: Chris Wolf/RC  
12600 NASA Rd, Bldg. 100  
Las Cruces, NM 88012

EPIA Properties: Gabriela Martinez  
Telephone: 915.780.4729  
Email: [MartinezGZ@elpasotexas.gov](mailto:MartinezGZ@elpasotexas.gov)  
Address: El Paso International Airport  
Administrative Offices  
Attn: Gabriela Martinez  
6701 Convair Rd.  
El Paso, TX 79925-1099

At any time or times prior to final payment under this contract the Contracting Officer may cause to be made such audit of the invoices or vouchers and substantiating material as shall be deemed necessary. Each payment theretofore made shall be subject to reduction to the extent of amounts which are found by the Contracting Officer not to, have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding invoices or vouchers. Upon compliance by the LESSOR of all provisions of this contract and on receipt and approval of the invoice or voucher designated by the LESSOR as the "completion invoice" or "completion voucher" the LESSEE shall pay within thirty (30) days any balance due and owing the LESSOR. The completion invoice or voucher, and substantiating material, shall be

submitted by the LESSOR as promptly as may be practicable following completion of the work under this contract, but in no event later than one (1) year (or such longer period as the Contracting Officer may, in his discretion, approve in writing) from the date of such completion.

The LESSOR agrees that any refunds, rebates, or credits (including any interest thereon) accruing to or received by the LESSOR any assignee, which arise under the utilities portion of this contract and for which the LESSOR has received reimbursement shall be paid by the LESSOR to the LESSEE. The LESSOR and each assignee, under an assignment entered into under this contract and in effect at the time final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the LESSEE on a NASA Form 780 of such refunds, rebates, or credits (including any interest thereon) in form and substance satisfactory to the Contracting Officer.

#### **49. LISTING OF CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses are hereby incorporated by reference:

CLAUSE NUMBER	DATE	TITLE
52.202-1	JAN 2012	DEFINITIONS
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (ALTERNATE I) (OCT 1995)
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.204-7	FEB 2012	CENTRAL CONTRACTOR REGISTRATION
52.212-1	FEB 2012	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS
52.212-3	APR 2012	OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS
52.212-4	FEB 2012	CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS
52.212-5	MAY 2012	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES The Contracting Officer may exercise the option by written notice to the LESSOR within 15 days

52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT a) The LESSEE may extend the term of this contract by written notice to the LESSOR within 15 days; provided that the LESSEE gives the LESSOR a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the LESSEE to an extension. c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six years.
52.219-28	APR 2012	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-25	MAR 2012	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.243-1	AUG 1987	CHANGES-FIXED PRICE (ALTERNATE I) (APR 1984)
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (ALTERNATE II) (SEP 1996)
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS

End of Clauses Incorporated by Reference

**50. OMBUDSMAN (NFS 1852.215-84) (NOV 2011)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical

requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

**(End of clause)**



**STATEMENT OF WORK**  
**LEASE OF HANGAR FACILITIES AT THE**  
**EL PASO INTERNATIONAL AIRPORT (EPIA)**

**FOR**

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)**  
**LYNDON B. JOHNSON SPACE CENTER (JSC)**  
**WHITE SANDS TEST FACILITY (WSTF), LAS CRUCES, NM**

The LESSOR shall furnish all resources necessary and/or incidental to providing hangar space of approximately 49,900 square feet; of which approximately 8,860 square feet is for administrative area, meeting rooms, break room areas, restroom areas, and parts storage areas. Additionally, approximately 417,000 square feet of Hot Mix Asphalt Concrete (HMAC) ramp space along with approximately 65,000 square feet of reinforced concrete airplane pads are required at EPIA to support the NASA aircraft (as identified on Attachment 1) as set forth below. The owner is City of El Paso, hereafter referred to as the LESSOR.

- a. Hangar #1 Height Clearance Requirements — The hangar bay requires a minimum of 35 feet of height to handle NASA-owned Grumman Gulfstream III aircraft and tall aircraft support equipment.
- b. Hangars #1 and #2 and Housing of Aircraft — NASA may house other NASA-owned aircraft as required in the hangars.
- c. Refueling — The LESSOR shall allow the refueling of NASA-owned aircraft in Lots 1 and 2 as identified on Attachment 1.
- d. Uncovered Space (Ramp Areas and Parking Lots) — Lots 1 and 2, as identified on Attachment 1, shall be provided to NASA for use as parking for its employees, contractors, customers, and visitors, and for use as preferential ramp zone for NASA-owned equipment and aircraft as well as for parking, servicing, refueling, and maintenance of such aircraft. The LESSOR shall allow NASA the use of taxiways and runways, for the takeoff and landing of NASA-owned aircraft when required.

ATTACHMENT 1

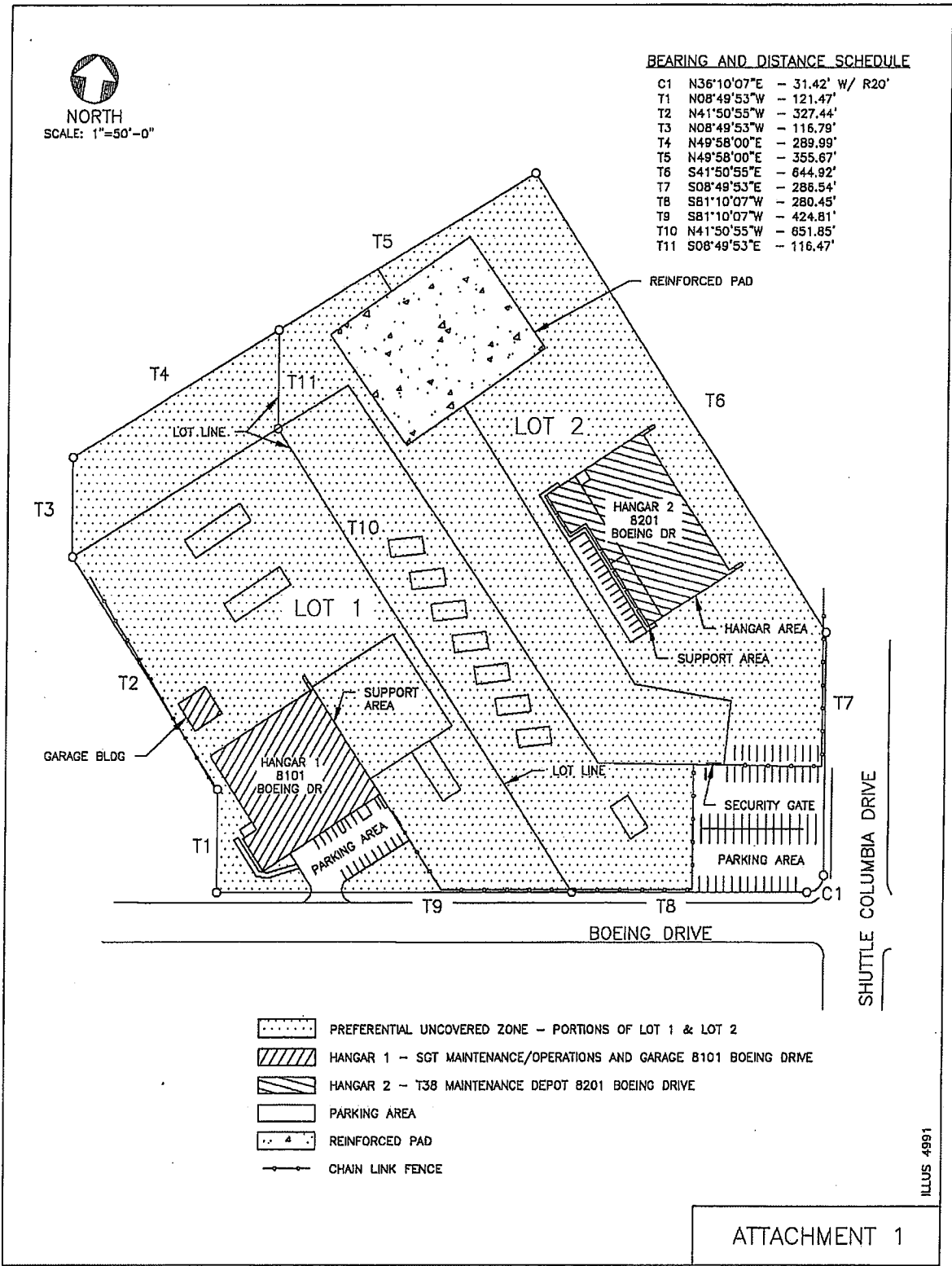


Exhibit A – Rules, Regulations and Land Use Requirements General Aviation Non-Commercial Area

**EXHIBIT "A"**

**RULES, REGULATIONS AND LAND USE REQUIREMENTS  
GENERAL AVIATION NON-COMMERCIAL AREA**

**El Paso International Airport**

**El Paso, Texas**

**RULES, REGULATIONS AND LAND USE REQUIREMENTS  
GENERAL AVIATION NON-COMMERCIAL AREA**

**TABLE OF CONTENTS**

	<u>PAGE</u>
ARTICLE I      PROPERTY .....	1
ARTICLE II     DEFINITIONS .....	1
A.      BUILDING .....	1
B.      BUILDING SITE.....	1
C.      STREET.....	1
D.      SETBACK .....	1
E.      FRONT LOT LINE .....	1
F.      REAR LOT LINE.....	1
G.      PROPERTY LINE.....	1
H.      CITY .....	2
I.      LOT.....	2
ARTICLE III    PERMITTED USES .....	2
ARTICLE IV    PERFORMANCE STANDARDS.....	2
A.      FIRE AND EXPLOSIVE HAZARDS .....	2
B.      NOISE.....	2
C.      AIR POLLUTION .....	2
D.      DUST CONTROL .....	2
E.      HEAT OR GLARE.....	2
F.      ILLUMINATION .....	3
G.      SIGNS .....	3
H.      REFUSE OR TRASH.....	3
I.      STORAGE .....	3
J.      SEWAGE DISPOSAL SYSTEMS.....	3
ARTICLE V     DEVELOPMENT OF SITE - REQUIRED IMPROVEMENTS .....	4
A.      OFFSTREET PARKING.....	4
B.      AIRCRAFT PARKING AND SERVICING.....	4
C.      VEHICLE LOADING .....	4
D.      SETBACKS .....	4
E.      LANDSCAPING .....	4
F.      BUILDING HEIGHTS .....	5
G.      SITE COVERAGE .....	5
H.      TYPE OF CONSTRUCTION .....	5
I.      PIPES .....	5
J.      FENCING .....	5

TABLE OF CONTENTS (Continued)

ARTICLE VI	PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS.....	5
A.	GENERAL.....	5
B.	FORM AND CONTENT OF PLANS.....	6
C.	CODES AND REGULATIONS.....	6
D.	APPROVAL OF PLANS.....	6
E.	COMMITMENT TO CONSTRUCT.....	7
F.	CONSTRUCTION WITHIN TIME SPECIFIED.....	7
G.	LANDSCAPING PLANS.....	7
H.	PLANS FOR ALTERATIONS IN IMPROVEMENTS.....	7
I.	CONSTRUCTION WITHOUT APPROVAL.....	7
J.	FEE FOR EXAMINATION OF PLANS AND SPECIFICATIONS.....	8
K.	RIGHT OF ENTRY AND INSPECTION.....	8
ARTICLE VII	GENERAL PROVISIONS.....	8
A.	CUTTING AND FILLING.....	8
B.	HOUSEKEEPING.....	8
C.	MAINTENANCE OF LANDSCAPING.....	8
D.	USE PERMITS.....	8

## **RULES, REGULATIONS AND LAND USE REQUIREMENTS**

### **GENERAL AVIATION NON-COMMERCIAL AREA**

The City of El Paso hereby declares that the property, more particularly described hereinafter, is, and shall be, held and conveyed subject to the rules, regulations and requirements hereinafter set forth, each and all of which are for the benefit of each tenant of any portion of said property, each and all of which shall inure to, and pass with, each and every parcel of said property, and each and all of which shall apply to and bind the respective successors in interest of said property and any portion thereof, as follows:

#### **ARTICLE I - PROPERTY**

The real property, subject to these rules, regulations and land use requirements is situated on the El Paso International Airport and is more particularly described in Attachment "1" of the Lease to which these Rules, Regulations and Land Use Requirements are attached.

#### **ARTICLE II - DEFINITIONS**

Wherever used in this document, the following terms shall have the following meanings:

- A. **"BUILDING"** shall include both the main portion of such building and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies and porches. Ground cover shall not be included.
- B. **"BUILDING SITE"** shall mean the entire lot or lots (if contiguous) leased by one tenant and as shown as "leased premises" in Attachment "1" of the Lease to which these Rules, Regulations and Requirements are attached.
- C. **"STREET"** shall mean any street, highway, or other thoroughfare shown on the map entitled "El Paso International Airport Tracts," as filed with the County Clerk, County of El Paso, Texas.
- D. **"SETBACK"** shall mean the distance a building must be set back from the property line of the parcel.
- E. **"FRONT LOT LINE"** shall mean the property line which faces the Apron.
- F. **"REAR LOT LINE"** shall mean the property line which faces the Street.
- G. **"PROPERTY LINE"** shall mean those boundaries of the leased premises, as set out in Attachment "1" of the Lease to which this document is attached.

- H. "CITY" shall mean the City of El Paso, Texas, its duly elected Council, or any duly constituted agent/committee appointed through said Council to fulfill the obligations herein required.
- I. "LOT" shall mean the land area shown on Attachment "1".

### **ARTICLE III - PERMITTED USES**

No building, structure, or land shall be used for any purpose other than those purposes set out in the Lease attached hereto.

### **ARTICLE IV - PERFORMANCE STANDARDS**

No land or structure shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions, which may affect any other property, including, but not limited to:

Fire, explosive or other hazard;  
Noise, vibration, or shock;  
Smoke, dust, odor or other forms of air pollution;  
Heat or glare;  
Electrical or other disturbance;  
Liquid or solid refuse or wastes;  
Other substance, condition, or element in such manner or in such amount as to affect the surrounding area or adjoining premises.

Lessee shall comply with all environmental ordinances and environmental state and federal laws.

- A. **FIRE AND EXPLOSIVE HAZARDS.** No activity shall be undertaken involving fire or explosive hazard which shall endanger the property, improvements, or employees of any other property owner or tenant.
- B. **NOISE.** No noise, other than from the operation of motor vehicles or aircraft, which is objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.
- C. **AIR POLLUTION.** No activity of any type shall be conducted or permitted on the leased premises, which violates any applicable federal, state or local law, rule or regulation.
- D. **DUST CONTROL.** All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded.



- E. HEAT OR GLARE.** Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.
- F. ILLUMINATION.**
1. Exterior Lighting. The design and location of exterior lighting shall comply in all respects to the requirements of the City, the Federal Aviation Administration or any successor agencies, and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from and around the Airport.
  2. Interior Lighting. The source of illumination of any kind within any building on the site shall not be visible at the property line except for normal installation of standard interior lighting fixtures within buildings.
- G. SIGNS.** The number, size, design, and location of all signs displayed for observation from outside a building whether displayed on, near, or within a building shall be subject to prior written approval by the Director of Aviation. All signs shall comply with any applicable sign ordinances and building codes of the City of El Paso and with all rules and regulations of the Federal Aviation Administration and its successor. Signs on the leased premises shall be limited to those identifying the uses conducted on the site, to those necessary for directional purposes, and to those required for temporary advertising of the rental of the leased premises. Outdoor advertising, billboards or flashing lighting shall not be permitted.
- H. REFUSE OR TRASH.** No refuse or trash shall be kept, stored or allowed to accumulate on any building site except in accordance with the Lease Agreement.
- I. STORAGE.** All storage of every type, except of autos or aircraft, shall be within buildings or enclosures formed by a tight, painted board fence. Storage of aircraft parts, service equipment or similar items shall be expressly prohibited outside buildings or such enclosures. Storage of motor vehicles, other than aircraft, is not permitted; provided, however, that motor vehicle parking for reasonable periods of time in designated areas for such, is permitted.
- J. SEWAGE DISPOSAL SYSTEMS.** No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon any parcel without the approval of the City of El Paso.

## **ARTICLE V - DEVELOPMENT OF SITE - REQUIRED IMPROVEMENTS**

- A. OFFSTREET PARKING.** All provisions for automobile parking for employees and visitors of the Lessee shall be placed on the lot(s) leased. No parking whatsoever shall be permitted on the streets.

All parking areas shall be in rear setback areas and shall be paved to provide dust-free, all-weather surfaces.

Offstreet parking facilities shall be provided generally in accordance with the City of El Paso Offstreet Parking Ordinance No. 1653 and any amendments or successor ordinances thereto and shall be sufficient for the parking of all automobiles necessary to the conduct of the business.

Each parking space shall be designated by white lines painted upon the paved surface.

- B. AIRCRAFT PARKING AND SERVICING.** Except for routine parking and servicing of transient aircraft on a specifically designated transient parking apron, all provisions for parking of all aircraft of Lessee and its patrons, if any, shall be on the lot(s) leased. Parking of aircraft in areas other than the lot(s) leased or on transient parking aprons specifically designated by the City is expressly prohibited.
- C. VEHICLE LOADING.** All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on lot(s) leased; on-street vehicle loading shall not be permitted.
- D. SETBACKS.** All buildings shall be set back a minimum of twenty-five (25) feet from the front lot line and twenty-five (25) feet from the rear lot line. Side setbacks shall be a minimum of ten (10) feet.

One hundred percent (100%) of the required rear setback area shall be landscaped and planted, unless covered by paving.

- E. LANDSCAPING.** A reasonable amount of landscaping, including the planting of ground-covers, shrubs and trees, shall be required, such landscaping to be in accordance with standards established by the City. The first phase of such landscaping, as approved, shall be installed within a period not to exceed one hundred eighty (180) days after the notice of completion has been filed on the initial building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraph D above. In addition, paving or landscaping shall extend from the property line to the curb, such paving or landscaping to be compatible with treatment for this area on other lots in the same Block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

- F. BUILDING HEIGHTS.** All building heights shall conform to FAA rules and regulations, and any amendment and successor rules and regulations. The term building height shall include any building equipment, extrusions, etc.
- G. SITE COVERAGE.** All buildings and structures, or portions thereof, placed on the lot(s) shall not cover more than fifty percent (50%) of the total lot area.
- H. TYPE OF CONSTRUCTION.** All buildings shall be framed with reinforced concrete or masonry, structural steel or structural aluminum. Siding shall be masonry, glass, or enameled steel. Concrete or masonry units shall be kept neatly painted, if used.
- All buildings shall conform to applicable laws, ordinances and building codes of the City of El Paso.
- I. PIPES.** No water pipe, gas pipe, sewer pipe or drainage pipe (other than those within structures) shall be installed or maintained upon any building site above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes, as approved by the City.
- J. FENCING.** Construction of fencing between buildings of all tenants on all lots shall be required. The placement and design of such construction shall be in accordance with plans and specifications prescribed by the City, or its authorized agent, for the General Aviation Non-Commercial area and shall be uniform throughout the area.

#### **ARTICLE VI - PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS**

- A. GENERAL.** All plans for improvements shall be prepared by registered engineers and architects, shall be of contemporary design, and shall require prior written approval by the Director of Aviation, or her authorized agent, before any application for a building permit and before any construction can take place. Said approval shall be based on the general conformity with the lease provisions and these Rules, Regulations and Land Use Requirements.

The following plans, if applicable, shall be submitted to the Director of Aviation for review:

1. A plot plan at a scale not smaller than 1 inch equals 100 feet showing the relationship of the proposed improvements to the building site and to the improvements on adjacent lots, utilities and access thereto, curbs, walks, driveways, parking areas, etc.
2. Building Plans and Specifications of sufficient detail to permit the City, or its authorized agent, to determine compliance with all applicable laws and ordinances and with the restrictions herein. These plans and specifications may be manufacturers' standard plans, if such are sufficient as aforesaid.

3. Ground cover plans, including landscaping.
4. A true architectural rendering of the proposed buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.
5. Any other plans, specifications, or design features which the City or its authorized agent may deem necessary and request.

**B. FORM AND CONTENT OF PLANS.** The City may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of its policy with respect to approval or disapproval of architectural styles, details or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the City at any time; and no inclusion in, omission from, or amendment of any such rule shall be deemed thereafter to bind the City to its future approval or disapproval of any matter subject to its approval or to waive the exercise of the City's discretion as to any such matter.

**C. CODES AND REGULATIONS.** All improvements shall be planned and constructed in accordance with rules and regulations prescribed by the City, with the laws and ordinances of the City of El Paso, with applicable building codes, and in compliance with the rules and regulations of the Federal Aviation Administration or any successor agencies, where applicable.

**D. APPROVAL OF PLANS.** Approval of plans and specifications shall be at the sole discretion of the City. If the City or its authorized agent fails to approve or disapprove such plans and specifications within sixty (60) days after submission thereof, said plans and specifications, as pertaining to these Rules, Regulations and Land Use Requirements, shall be deemed approved as submitted.

Approval of said plans and specification may be withheld because of:

1. Failure to comply with any of these restrictions.
2. Failure to include such information as may be reasonably requested.
3. Reasonable objection to the design and appearance of the proposed structure.
4. Failure to conform with existing structures upon other parcels.
5. The disapproval of the location, grading plan, color scheme, finish, design, proportions, style or architecture, height, or appropriateness of the proposed structure or because of any other matter which, in the judgment of the City, would render the proposed structure inharmonious with the general plan for improvement of the Airport.

Approval of any plans or specifications for use on any one parcel shall not be deemed a waiver of the City's right, in its discretion, to disapprove the same plans or

specifications if such plans or specifications are subsequently submitted for approval for use on any other parcel or parcels.

- E. COMMITMENT TO CONSTRUCT.** Upon approval by the City of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the City, and a copy of such plans bearing the written approval of the City shall be returned to the owner of the parcel upon which such structure is or will be placed.

Approval of these plans by the City shall constitute a commitment on the part of the Lessee to erect and maintain the improvements as proposed and approved within a reasonable time period, such period to be determined jointly by the City and the Lessee and to be set forth in writing by the City.

- F. CONSTRUCTION WITHIN TIME SPECIFIED.** Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed within the time period specified. Failure to complete such work in the time specified shall cause such approval to be automatically withdrawn, unless the City grants written extension of such approval. After such automatic withdrawal of approval, the Lessee shall be considered in default of its Lease for such property, and the City may terminate such Lease in accordance with the provisions set forth in that document.

- G. LANDSCAPING PLANS.** Trees, shrubs, fences, hedges or other landscaping shall not be planted, placed or maintained upon any parcel until a complete plan thereof has been submitted to, and approved by, the City, in a manner similar to that required for architectural plans.

- H. PLANS FOR ALTERATIONS IN IMPROVEMENTS.** All plans for alterations to the building site, either for the construction of additional facilities or alterations to existing buildings, shall be prepared, submitted and approved, as outlined in Paragraphs A through G above, and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of buildings shall not be considered, unless they affect the performance standards set forth in Article IV.

- I. CONSTRUCTION WITHOUT APPROVAL.** If any structure shall be altered, erected, placed or maintained upon any parcel, other than in accordance with plans and specifications approved by the City, such alterations, erection and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping plans, as well as architectural plans.

In the event of such construction without approval, the Lessee shall be considered in default of the Lease for such property, and the City may terminate the Lease in accordance with the provisions set forth in that document.

- J. FEE FOR EXAMINATION OF PLANS AND SPECIFICATIONS.** The City may charge and collect a fee of not more than Two Hundred Fifty Dollars (\$250.00) for the

examination of any plans and specifications submitted for approval pursuant to this Article. Such fee shall be payable at the time such plans and specifications are submitted.

The amount of such fee shall not exceed the actual cost to the City of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

- K. RIGHT OF ENTRY AND INSPECTION.** Any authorized agent of the City may, at any reasonable time and without notice, enter upon and inspect any parcel for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the City nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

## **ARTICLE VII - GENERAL PROVISIONS**

- A. CUTTING AND FILLING.** The City or any authorized agent thereof may at any time make such cuts and fills upon any parcel or other part of said property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in, or adjacent to, any property and to drain surface waters therefrom; provided, however, that after the principal structure upon a parcel shall have been completed in accordance with approved plans, the rights of the City under this paragraph shall terminate with respect to such parcel, except that the City shall thereafter have the right to maintain existing streets and drainage structures.
- B. HOUSEKEEPING.** If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a parcel more than ten (10) days after a request in writing from the City to have them removed has been received by Lessee, the City, or its authorized agent, may enter upon any parcel for the purpose of removing same by whatever means it deems necessary. Such entry shall not be deemed a trespass and the City shall not be subject to any liability therefore. The cost of such work shall be borne by the Lessee.
- C. MAINTENANCE OF LANDSCAPING.** If landscaping areas are not maintained in accordance with the standards prescribed by the City and the condition is not corrected within ten (10) days after receipt of written notice from the City, the City, or its authorized agent, shall have the right to enter on any of the lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefore, as determined by the City, shall be paid by the Lessee.
- D. USE PERMITS.** Such use and occupancy permits as may be required by the Building Code of the City of El Paso shall be maintained in force at all times by each Lessee.